

A Political Commitment Protocol
between
City of Saskatoon (Saskatoon)
and
Red Pheasant Cree Nation (Red Pheasant)

WHEREAS:

- a) Saskatoon is within Treaty 6 Territory (of which Red Pheasant is a signatory) and the Homeland of the Metis;
- b) Red Pheasant has and will have reserve lands within Saskatoon's jurisdiction and a Compatible Land Use Agreement is currently in place that requires renegotiation and revision;
- c) Saskatoon and Red Pheasant wish to realize the significant potential economic and fiscal benefits for both Saskatoon and Red Pheasant from the development of their respective lands; and
- d) These mutual benefits can be increased by coordinating Saskatoon and Red Pheasant planning, infrastructure, and fiscal and lands management jurisdictions where possible.

NOW THEREFORE the City of Saskatoon and Red Pheasant Cree Nation wish to confirm their commitment to a government to government relationship based on cooperation, respect, shared understanding, and their mutual agreement to the following principles:

1. RECOGNITION AND RESPECT OF FISCAL AND LAND JURISDICTION

- a) Saskatoon and Red Pheasant each acknowledge that:
 - i) Red Pheasant has a relationship to their territory and has used and managed the lands, waters, and resources in their Territory since time immemorial.
 - ii) Saskatoon is a municipality that has been incorporated as a City since 1906 and the citizens of Saskatoon are dedicated to their community.
 - iii) Red Pheasant has an inherent right of self-government and has rights and responsibilities relating to their citizens and Territories.
 - iv) Red Pheasant is currently undergoing the process of reclaiming land management authority under the First Nations Lands Management Act and fiscal authority under the First Nations Fiscal Management Act.
 - v) Saskatoon is governed by *The Cities Act* (Saskatchewan) and has responsibilities to the citizens of Saskatoon.
- b) Saskatoon and Red Pheasant each agree to respect the other's jurisdiction; and
- c) Saskatoon and Red Pheasant will work together to coordinate and implement their own jurisdiction in ways that achieve their shared objectives.

2. SHARED OBJECTIVES

Saskatoon and Red Pheasant share the following objectives:

- a) the protection of ecosystems and watersheds;
- b) the protection of cultural and historical sites;

- c) managing land use and development in a fiscally, socially and environmentally sustainable way;
- d) efficient and cost effective infrastructure ;
- e) encouraging sustainable and diversified economic development; and
- f) the enhancement of the quality of life for all citizens.

3. COMMITMENT TO COOPERATE

- a) Saskatoon and Red Pheasant are committed to carrying out the objectives in this Protocol while continuing to build relations in a spirit of cooperation and respect.
- b) Saskatoon and Red Pheasant will work towards cooperation and coordination in the following areas:
 - i) Information-sharing and communication;
 - ii) Coordinated land-use planning and environmental management;
 - iii) Coordinated long-term infrastructure planning;
 - iv) Sustainable economic development; and
 - v) Agreements reflecting shared objectives.

4. COMMUNICATIONS AND INFORMATION SHARING

Saskatoon and Red Pheasant agree to:

- a) Subject to any confidentiality issues, share as soon as possible all information related to matters included in this Protocol which may affect either party;
- b) Promptly engage and communicate on matters of land development and infrastructure planning or major development proposals which may affect either party;
- c) Respond in a timely manner to any requests for a meeting by the other; and
- d) Give full and fair consideration to any issues raised by either party before deciding on a matter that could directly or indirectly affect the other party.

5. COORDINATED LAND-USE PLANNING AND ENVIRONMENTAL MANAGEMENT

Saskatoon and Red Pheasant agree to:

- a) Share information and communicate as set out in Section 4 above;
- b) Work together towards coordinated land-use planning to minimize incompatible land-uses and increase efficient use of lands and resources;
- c) Promote sustainable economic and environmental development in a manner that is consistent with the shared objectives of Saskatoon and Red Pheasant;
- d) Engage with one another on relevant land-use planning and associated laws and by-laws that may impact either party, while still respecting each other's jurisdiction; and
- e) Where appropriate, coordinate planning with regional and provincial planning bodies.

6. COORDINATED LONG-TERM INFRASTRUCTURE PLANNING

Saskatoon and Red Pheasant agree to:

- a) Share information and communicate as set out in Section 4 above;
- b) Work together towards coordinated long-term infrastructure planning, recognizing that Red Pheasant's reserve land in Saskatoon may be in a raw and unserved state;
- c) Where possible, support joint applications for funding and grants relating to infrastructure;
- d) Where possible, coordinate infrastructure planning and financing with other local, provincial or First Nation organizations;
- e) Coordinate while still respecting each other's jurisdiction; and
- f) When appropriate, coordinate infrastructure planning with regional and provincial planning bodies.

7. PROVISION OF QUALITY COST EFFECTIVE SERVICES

- a) Where possible, work together toward efficient and coordinated provision of services.

8. SUSTAINABLE ECONOMIC DEVELOPMENT

Saskatoon and Red Pheasant agree to:

- a) Work together to promote sustainable and diversified economic development by creating a competitive investment climate for business and developers; and
- b) Support each other's applications and initiatives relating to sustainable economic development.

9. PROMOTION OF CULTURE AND HISTORY

Saskatoon and Red Pheasant agree to:

- a) Promote and enhance awareness and understanding of the culture and history of the people of Red Pheasant and Saskatoon.

10. AGREEMENTS TO BE DEVELOPED

Saskatoon and Red Pheasant agree to:

- a) Work towards revising the existing Municipal Services and Land Use Compatibility Agreement to include the appropriate parties and to outline the shared objectives and commitments between Saskatoon and Red Pheasant;
- b) Develop other agreements with each other and other governments as necessary to achieve shared objectives and commitments; and
- c) Review agreements to ensure they achieve shared objectives and commitments and identify and implement improvements as necessary.

11. DISPUTE RESOLUTION

Saskatoon and Red Pheasant agree to the following dispute resolution methods:

- a) Open, honest and respectful interaction with each other in order to communicate effectively and avoid conflict;
- b) Where a disagreement arises between Saskatoon and Red Pheasant, the Chief and elected officials from Red Pheasant will meet with the Mayor and elected officials from Saskatoon to engage in informal communications to resolve the disagreement;
- c) Where a disagreement between Saskatoon and Red Pheasant has not been resolved, they may agree to a facilitated meeting to resolve the disagreement; and
- d) Where Saskatoon and Red Pheasant are not able to resolve a disagreement, they may, by agreement, enter into mediation with costs being shared by the parties unless otherwise agreed to.

12. NATURE OF THIS PROTOCOL

- a) This Protocol is not legally binding. It does not in any way modify, suspend, abrogate, or derogate from the treaty rights of Red Pheasant or the legal authorities of Saskatoon.
- b) Nothing in this Protocol requires any party to act in a manner that is inconsistent with their legal obligations, their authority, or their responsibilities to their citizens.
- c) Either party may terminate this Protocol with 60 day's written notice to the other party.
- d) Saskatoon and Red Pheasant agree to invite the provincial government to participate in Sections 4, 5, and 6 of this Protocol. Saskatoon and Red Pheasant agree to invite the federal government to participate in Section 8 of this Protocol.
- e) At the mutual agreement of Red Pheasant Chief and Council and Saskatoon Mayor and Council representatives of the provincial government will be invited to participate in the implementation of Sections 4, 5, and 6 of this Protocol. At the mutual agreement of Red Pheasant Chief and Council and Saskatoon Mayor and Council representatives of the federal government will be invited to participate in the implementation of Section 8 of this Protocol.

As evidence of our agreement to the above terms and our commitment to work together in a spirit of cooperation and respect, we have signed this Protocol as set out below:

Agreed to on this _____ day of _____, 2021 by:

City of Saskatoon

Red Pheasant Cree Nation

Mayor

Name, Title

City Clerk